



REQUEST FOR PROPOSALS

25-EMGSW-17

DISASTER RECOVERY DEBRIS MANAGEMENT AND REMOVAL SERVICES

April 2025

INVITATION TO PROPOSERS

Sealed proposals will be received on **May 20, 2025**, by the Terrebonne Parish Consolidated Government Purchasing Division, , at 301 Plant Road, in Houma, Louisiana 70363 until 2:00 PM as shown on the Purchasing Division Conference Room Clock at which time sealed proposals shall be publicly opened and the name of the Proposers read aloud.

The Request for Proposal is available in electronic form at the Terrebonne Parish Consolidated Government website <http://www.tpcg.org/bids>. Proposal documents are also posted on www.centralauctionhouse.com. To view these, download, and receive proposal notices by email, you must register with Central Auction House (CAH). For information or technical support about the electronic submittal process on the Central Bidding website, please contact Central Bidding Support at (225) 810-4814 or send an e-mail to info@centralbidding.com.

Each proposal shall be either hand delivered by the proposer or his agent in which instance the deliverer shall be handed a written receipt, or such proposal shall be sent by United States Postal Service registered or certified mail with a return receipt requested. Proposals shall not be accepted or taken, including receiving any hand delivered proposals, on days which recognized as holidays by the United States Postal Service.

(RFP): #25-EMGSW-17 DISASTER RECOVERY DEBRIS MANAGEMENT AND REMOVAL SERVICES IN TERREBONNE PARISH, LOUISIANA

A Mandatory pre-proposal conference will be held at **10:30 AM on May 7, 2025**, at Terrebonne Parish Consolidated Government, Purchasing Division, 301 Plant Road, Houma LA 70363. The mandatory pre-proposal conference should have at least one (1) duly authorized representative to attend.

Proposals must be submitted on the Official Proposal Forms furnished with the Proposal Documents. Specifications and proposal forms are on file at Purchasing Division, 301 Plant Road in Houma, Louisiana and may be obtained by prospective Proposers at no cost. Please contact Clay Naquin, Solid Waste Director at 985-873-6739 about the specifications or contact Sharon Ellis, Purchasing and Warehouse Manager at 985-873-6821 for any clarifications about the proposal documents. The Terrebonne Parish Consolidated Government (TPCG) reserves the right to reject all proposals.

/s/ Jason W. Bergeron

JASON W. BERGERON, PARISH PRESIDENT
TERREBONNE PARISH CONSOLIDATED GOVERNMENT

**REQUEST FOR PROPOSAL
FOR
DISASTER RECOVERY DEBRIS MANAGEMENT AND DISPOSAL SERVICES**

PART I: ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Purpose

Terrebonne Parish Consolidated Government (TPCG) intends to secure one or more pre-position contracts for the provision of Disaster Recovery Debris Management and Removal Services. These contracts would be activated should a hurricane, tornado, ice storm, or other emergency event impact Terrebonne Parish and require response beyond the capability of local resources.

1.2 Scope

Work conducted pursuant to this request for proposals shall apply to Disaster Recovery Debris Management and Removal Services for and within Terrebonne Parish, Louisiana, including the City of Houma, to remove vegetative and C&D debris and other hazards to life and property as quickly as possible and in such a manner as to qualify related expenses for reimbursement from state and/or federal agencies to the maximum extent possible. Clean up, demolition, and removal will be limited to i) that which is determined to eliminate immediate threats to life, public health and safety; ii) that which has been determined to eliminate immediate threats of significant damage to improved public or private property, and; iii) that which is considered essential to insure economic recovery of the community to the benefit of the community-at-large. Management assistance in coordinating the proper allocation and documentation of resources utilized to effect recovery is a key component of service.

1.3 Term of Contract

The effective date of this Contract is the date of execution of this contract by all parties. The initial term of the Contract shall be (1) year from the effective date. TPCG, at its sole option, may renew this contract for up to three additional one-year terms.

1.4 Schedule of Events

	Event	Date	Time
1.	RFP advertised and posted to sites	April 22, 2025	8:00 am
2.	Mandatory Pre-proposal Conference	May 7, 2025	10:30 am
3.	Deadline to receive written inquiries	May 8, 2025	11:00 am
4.	Deadline to answer written inquiries	May 9, 2025	11:00 am
5.	Deadline to receive proposals (all proposals shall remain sealed until the date and time listed)	May 20, 2025	2:00 pm
6.	Presentations & Discussions, if applicable	TBD	
7.	Notice of Intent to Award announcement	TBD	
8.	Contract Initiation	TBD	

NOTE: The TPCG reserves the right to revise this schedule. Revisions before the Proposal Submission Deadline will be formalized by the issuance of an addendum to the RFP.

1.5 Proposal Submittal

Firms or individuals who are interested in providing services under this RFP must submit a proposal containing the mandatory information specified in this section. The proposal must be received in hard copy (printed) version on or before the date and time specified in the Schedule of Events. Fax or email submissions shall not be acceptable. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified.

It is the Proposer's responsibility to check the TPCG's website frequently for any possible addenda that may be issued. The TPCG is not responsible for a Proposer's failure to download any addenda documents required to complete a Request for Proposal. All proposals shall be received in hard copy (printed) form **no later than the date and time shown in the Invitation to Proposers.**

Each proposal shall be either hand delivered by the Proposer or his agent in which instance the deliverer shall be handed a written receipt, or such proposal shall be sent by United States Postal Service registered or certified mail with a return receipt requested. Proposals shall not be accepted or taken, including receiving any hand delivered proposals, on days which recognized as holidays by the United States Postal Service.

Proposals may be mailed through the U. S. Postal Service to our physical location at:

Terrebonne Parish Consolidated Government
Purchasing Division
301 Plant Road
Houma, Louisiana 70363

Important -- Clearly mark outside of envelope, box or package with the following information and format:

- Proposal Name and Number: **25-EMGSW-17 Disaster Recovery Debris Management and Removal Services**
- Proposal Opening Date and Time: **May 20, 2025, 2:00 PM**
- Contractor's License Number
- Dun & Bradstreet Number

The responsibility solely lies with each Proposer to ensure their proposal is delivered at the specified place and prior to the deadline for submission. Proposals received after the deadline will not be considered.

PROPOSALS SHALL BE OPENED PUBLICLY AT THE PHYSICAL LOCATION IDENTIFIED ABOVE AND ONLY THE NAME OF THE PROPOSER SUBMITTING PROPOSALS SHALL BE IDENTIFIED ALOUD. NO OTHER INFORMATION CONTAINED IN THE PROPOSAL SHALL BE RELEASED OR DISCLOSED.

1.6 Proposal Response Format

To standardize and simplify the evaluation of responses, proposals should contain all of the following information and be organized in the sequence indicated below. All of the sections should be appropriately labeled and bound together under a single cover not to exceed two (2) volumes with any identified appendices included as a separate volume.

A. **Cover Letter:** The cover letter should be submitted on the Proposer's official business letterhead and generally exhibit the Proposer's understanding and approach to the project. It should contain a summary of Proposer's ability to perform the services requested and confirm that the Proposer is willing to enter into a contract with TPCG to perform those services as required. The cover letter should also identify the person(s) authorized by the Proposer to contractually obligate the Proposer and the person(s) who will address technical and contractual matters throughout the evaluation period. By signing the cover letter and the proposal, the Proposer certifies compliance with the signature authority. Evidence of signature authority includes:

1. The signer of the proposal is either a corporate officer who is listed on the most current annual report on file with the Secretary of State or a member of a partnership or partnership in commend as reflected in the most current partnership records on file with the Secretary of State. **If this applies, a copy of the annual report or partnership record must be included with the RFP submission.**
2. The signer of the proposal is a representative of the Proposer authorized to submit the proposal as evidenced by documents such as, corporate resolution, certification as to corporate principal, etc. **If this applies, a copy of the resolution and certification must be included with the RFP submission.**
3. The Proposer has filed with the Secretary of State an affidavit or resolution or other acknowledged/authentic document indicating that the signer is authorized to submit proposals for public contracts. **If this applies, a copy of the applicable document must be included with the RFP submission.**

B. **Table of Contents:** Organized in the order cited in the format contained herein.

C. **Contractor's License:** Proposer must evidence licensing by the Louisiana Contractor's Licensing Board to provide the required services. Proposer shall be a properly licensed contractor in accordance with LA R.S. 37:2150-2192 for the classification of Building Construction and/or Specialty: Demolishing Work and/or Specialty: Rigging Housing Moving, Wrecking and Dismantling and/or Specialty: Hazardous Materials Cleanup and Removal and/or Specialty: Hazardous Materials Site Remediation and/or Specialty: Industrial Cleaning and Material/Waste Handling and/or Specialty: Hazardous Waste Treatment or Removal. Proposers must show his license number on the Proposal Form and on the outside of the sealed envelope containing the Proposals.

D. **Federal Registration:** Proposer must evidence participation in the Federal Disaster Response Registry for service in Terrebonne Parish, Louisiana. The Registry is maintained at <https://www.sam.gov>. Proposer must show his Dun & Bradstreet (DUNS) Number on the Proposal Form and on the outside of the sealed envelope containing the Proposals.

E. **Company Description and Experience:** Provide a description of the Respondent's company and the services it provides including the number of years under present company name, number of employees directly involved in the provision of emergency services, office locations and capabilities, number of personnel at each office location, and a list of equipment owned by the company. Describe the business structure under which the Respondent operates (i.e. corporation, partnership, limited liability company, etc.) and under which state laws it is organized as a business entity. If Respondent has an office in Louisiana, provide the address and number of resident full-time employees.

F. **Sub-contractors:** List any sub-contractors who are proposed to be a part of the project. The management team must be clearly identified, and the Respondent is to include a statement of the nature and percentage of total work that is anticipated to be provided by them should the Respondent be selected. The respondent shall clearly identify whether any sub-contractors proposed are part of the Respondent's management team. Respondent shall demonstrate that any proposed sub-contractor has a history of proven and measurable experience in the area of services proposed to be used by the Respondent in its scope of services, including the submission of three (3) references from each sub- contractor.

G. **Financial Resources:** Respondents must demonstrate that they have adequate financial resources and stability to perform the services specified in this RFP including the ability to secure suitable payment and performance bonds and insurances. Respondent is to demonstrate its financial capability by providing the last three (3) years of audited financial statements for its company (any significant sub-contractors) which should include a profit and loss statement, a cash flow statement, a balance sheet as an appendix to its proposal. A non-public Respondent shall provide adequate information comparable to the information required above that allows an assessment of financial status and capability. Respondent shall also list the types and amounts of insurance coverage retained.

H. **Project Team:** Include a management and organizational chart specifically providing the proposed scope of services. Indicate position, title, job responsibilities, and where the personnel are proposed to be based. Provide the experience and resumes of those partners, principals, and employees of the Respondent who are actually responsibly for, and actively involved in a substantial manner in, the provision of services related to this contract.

I. **Project Understanding / Approach:** This section should demonstrate that the Respondent understands the needs of TPCG with respect to the services described herein. Respondent should include a description of the anticipated project approach including technical and management factors that will result in successful completion of the project. Advantages or special capabilities of the actual project team the Respondent is submitting for consideration should be highlighted in this section as well as the intended methods to ensure:

- Public Safety
- Effective project management
- Timely prosecution of the work
- Effective quality control
- Effective communication protocol
- Such other factors as Respondent deems demonstrate its unique capabilities and experience to ensure a successful project

Respondents are encouraged to provide examples of innovative and creative approaches unique to their scope of services and those they have found successful and have employed in the past.

Additionally, Proposer should demonstrate he has familiarized himself with the territory in which the

work is to be performed and fully acquainted himself with all conditions, as they may exist so as to fully understand the difficulties and restriction that may be encountered in the execution of work under this contract.

J. **Available Resources:** Respondent should provide a statement of availability of personnel and equipment, proposed staging and/or response schedule that will be committed to in the event of activation.

K. **Estimate of Resources:** Based on the Respondent's proposed Scope of Services, the Respondent should provide a preliminary estimate of the Respondent's resources that would be dedicated for various levels of events requiring debris removal. The estimate of resources should convey a sense of the amount of effort and resources that the Respondent believes are necessary to effectively execute this agreement.

L. **Reference Projects:** Respondents should provide at least five (5) but no more than seven (7) reference projects completed by the Respondent of comparable size and scope. For each reference project, the Respondent should provide a brief description of the project, the scope of work completed, dates of contract start and completion, and contact information, including names, phone numbers and emails, for the client for whom the work was completed.

M. **Conflict of Interest Disclosure:** All Respondents providing a response to this RFP shall provide a clear and unambiguous indication of any potential or real conflicts of interest it may have with respect to performing work on behalf of TPCG. TPCG shall make the final determination as to whether any potential or real conflict of interest exists.

N. **Non-Collusion Affidavit:** Each Proposer shall execute a Contractor's Affidavit of Non-Collusion, declaring that Proposer has not colluded with any other person, firm, or corporation in regard to any Proposal submitted. A form Affidavit is attached as Exhibit B to the attached Contract.

O. **Litigation:** The Respondent should provide a list of any previous, ongoing, or pending litigation or arbitration in which the Respondent's firm has been involved during the past five (5) years with respect to the provision of debris removal services.

P. **Price Proposal:** Respondents price proposal shall be submitted on Exhibit A. Partial proposals, not covered by forms or alternate Proposals, will not be considered. Any such unsolicited proposals may expose the submitted price in the event that all Proposals are rejected and that new specifications are advertised which may include a new proposal.

1.7 Number of Response Copies

Each Proposer shall submit one (1) signed original response. Each Proposer shall also submit the following:

- Four (4) additional copies of the proposal
- One (1) redacted copy of the proposal **IF APPLICABLE**
- Once (1) "searchable" electronic copy of the proposal on a USB flash drive. The searchable electronic copy should be provided as one (1) file. This USB flash drive shall be labeled / identified as COPY.
- One (1) electronic redacted copy of the proposal on a USB flash drive. The electronic redacted copy should be provided as one (1) file. This USB flash drive shall be labeled / identified as REDACTED COPY. **IF APPLICABLE**

1.8 Legibility / Clarity

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer's response is to demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP is also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

1.9 Confidential Information, Trade Secrets and Propriety Information

All financial, statistical, personal, technical and other data and information relating to the TPCG's operation which are designated confidential by the TPCG and made available to the Proposer in order to carry out the contract, or which become available to the Proposer in carrying out the contract, shall be protected by the Proposer from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the TPCG. The identification of all such confidential data and information and the TPCG's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the TPCG in writing to the Proposer. If the methods and procedures employed by the Proposer for the protection of the Proposer's data and information are deemed by the TPCG to be adequate for the protection of the TPCG's confidential information, such methods and procedures may be used, with the written consent of the TPCG, to carry out the intent of this paragraph. The Proposer shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Proposer's possession, is independently developed by the Proposer outside the scope of the contract or is rightfully obtained from third parties.

Under no circumstance shall the Proposer discuss and/or release information to the media concerning this project without prior express written approval of the Terrebonne Parish Consolidated Government.

Only information like legitimate trade secrets or non-published financial data shall be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Records Act, R.S. 44: 1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety shall be rejected without further consideration or recourse.

1.10 Pre-Proposal Conference

A mandatory pre-proposal conference will be held on **May 7, 2025, at 10:30 a.m.**, a Pre-Proposal Conference will be held at TPCG, Purchasing Division, 301 Plant Road, Houma, Louisiana. Proposers may participate in the conference to obtain clarification of the requirements of the RFP and to receive answers to relevant questions. Any firm intending to submit a proposal should have at least one (1) duly authorized representative attend the pre-proposal conference.

Although impromptu questions will be permitted and spontaneous answers will be provided during the conference, the only official answer or position of the TPCG will be stated in writing in response to written questions.

1.11 Proposer Inquiry Periods

Written questions regarding RFP requirements or Scope of Services must be submitted to the persons listed below:

Administrative Inquiries:

TPCG Purchasing Division
Attention: Sharon Ellis
301 Plant Road
Houma, LA 70363
E-Mail: sellis@tpcg.org
Phone: (985) 873-6821

Technical Inquiries:

TPCG Solid Waste Department
Attention: Clay Naquin
P O Box 2768
Houma, LA 70361
E-Mail: cnaquin@tpcg.org
Phone: (985)873-6739 / Fax (985)873-6760

The TPCG will consider written inquiries and requests for clarification of the content of this RFP received from potential Proposers. Written inquiries must be received by the date and time specified in the Schedule of Events. The TPCG shall reserve the right to modify the RFP should a change be identified that is in the best interest of the TPCG.

Official responses to all questions submitted by potential Proposers will be posted by the date specified in the Schedule of Events at https://www.tpcg.org/index.php?f=purchasing&p=bid_opportunities and <https://www.centrauctionhouse.com/>.

Only Sharon Ellis or Clay Naquin or his / her designee has the authority to officially respond to a Proposer's questions on behalf of the TPCG. Any communications from any other individuals shall not be binding to the TPCG.

1.12 Blackout Period

The Blackout Period is a specified period of time during a competitive sealed procurement process in which any Proposer or its Agent or Representative, is prohibited from communicating with any Parish employee or Contractor of the Parish involved in any step in the procurement process about the affected procurement. The Blackout Period applies not only to Parish employees, but also to any Contractor of the Parish. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per Section 1.10 of this RFP. All communications to and from potential Proposers, Vendors and/or their representatives during the Blackout Period must be in accordance with this solicitation's defined method of communication with the designated contact person. The Blackout Period will begin upon posting of the solicitation. The Blackout Period will end when the contract is awarded.

In those instances in which a prospective Proposer is also an incumbent Contractor, the TPCG and the incumbent Contractor may contact each other with respect to the existing contract only. Under no circumstances may the TPCG and the incumbent Contractor and/or its representative(s) discuss the blacked-out procurement.

Any Proposer who violates the Blackout Period may be liable to the TPCG in damages and/or subject to any other remedy allowed by law. Further, failure to comply with these requirements may result in the Proposal's disqualification.

Any costs associated with cancellation or termination will be the responsibility of the Proposer. Notwithstanding the foregoing, the Blackout Period shall not apply to:

- A protest to a solicitation submitted pursuant to TPCG Protest Policy;
- Duly noticed site visits and/or conferences for Proposers;
- Oral presentations during the evaluation process
- Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP.

1.13 Errors and Omissions in Proposal

The TPCG will not be liable for any errors or omissions in the proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: The TPCG reserves the right to make corrections or clarifications due to patent errors identified in proposals by the TPCG or the Proposer. The TPCG, at its option, has the right to request clarification or additional information from the Proposer.

1.14 Performance and Payment Bonds

At the time of Notice to Proceed, Contractor shall furnish performance and payment Bonds each in an amount 10 million dollars as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. The payment provisions of these bonds, regardless of form or content, shall be construed as and deemed statutory bond provisions. These Bonds shall remain in effect at least until one year after the date of final payment, except as otherwise provided by Law or Regulation or by the Contract Documents. Contractor shall also furnish such other Bonds when required by the Supplementary Conditions. All Bonds shall be in the forms prescribed by Law or Regulation or by the Contract Documents. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority.

Any bond prescribed by the contract documents shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company currently possessing a rating of no less than A- in the latest printing of the A.M. Best's Key Rating Guide, to write individual bonds up to the percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide.

Any surety bond shall be written by a surety or insurance company that is currently licensed and approved to do business in the state of Louisiana.

No surety or insurance company shall write a bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A- rating by A.M. Best up to a limit of ten percent of policyholders' surplus as shown by A.M. Best; companies authorized by this Paragraph who are not on the treasury list shall not write a bond when the penalty exceeds fifteen percent of its capital and surplus, such capital and surplus in the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance.

If the Surety on any Bond or any insurance company providing any insurance overages furnished by Contractor is declared bankrupt, becomes insolvent, or its right to do business is terminated in any state where any part of the Project is located, or it ceases to meet the requirements of this Article, Contractor shall within five (5) days thereafter, substitute another Bond and Surety and/or insurance company, both of which shall be acceptable to Owner. The Owner reserves the right to mandate the cessation of all work on the Project until the receipt of evidence of acceptable replacement Bonds and/or insurance.

Contractor shall include subcontractors under its bonds or shall require that subcontractors furnish and evidence separate bonds conforming to the requirements herein.

If, at any time during the Contract period, the Contractor fails to provide satisfactory evidence of all Bond and insurance requirements or fails to take all corrective action required by the Owner, the Owner reserves the right to mandate the cessation of all work on the Project until receipt of acceptable evidence of Bonds and insurance and/or corrective action undertaken.

1.15 Changes, Addenda

The TPCG reserves the right to change the Schedule of Events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if posted, will be posted at https://www.tpcg.org/index.php?f=purchasing&p=bid_opportunities and <https://www.centralauctionhouse.com/>.

It shall be the responsibility of the Proposer to check the website(s) for addenda to the RFP.

1.16 Withdrawal of Proposal

A Proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To withdraw a proposal, a written request signed by the authorized representative of the Proposer must be submitted to the Purchasing and Warehouse Manager identified in the RFP.

1.17 Waiver of Administrative Informalities

The TPCG reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

1.18 Proposal Rejection / RFP Cancellation

Issuance of this RFP in no way constitutes a commitment by the TPCG to award a contract. The TPCG shall reserve the right to accept or reject, in whole or part, all proposals submitted and/or cancel this RFP if it is determined to be in the TPCG's best interest.

1.19 Ownership of Proposal

All materials submitted in response to this request become the property of the TPCG. Selection or rejection shall not affect this right.

1.20 Proposal Validity

All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response. However, the TPCG reserves the right to reject a proposal if the Proposer's acceptance period is unacceptable and the Proposer is unwilling to extend the validity of its proposal.

1.21 Cost of Offer Preparation

The TPCG shall not be liable for any costs incurred by Proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to this RFP shall be entirely the responsibility of the Proposer and shall not be reimbursed in any manner by the TPCG.

1.22 Taxes

Contractor shall be responsible for payment of all applicable taxes from the funds to be received under contract awarded from this RFP. Any taxes, other than State and Local Sales and Use Taxes, from which the TPCG is exempt, shall be assumed to be included in the Proposer's cost.

1.23 Determination of Responsibility

In order to qualify as responsible, a Proposer must meet certain standards as they are related to the particular procurement under consideration. The TPCG must find that the selected Proposer:

- Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
- Is able to comply with the proposed or required time of delivery or performance schedule;
- Has a satisfactory record of integrity, judgment, and performance; and
- Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

1.23 Prime Contractor Responsibilities

The selected Proposer shall be required to assume responsibility for all items and services offered in their proposal whether or not they produce or provide them. The TPCG shall consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

1.23 Use of Subcontractors

The TPCG shall have a single prime Contractor as the result of any contract negotiation, and that prime Contractor shall be responsible for all deliverables specified in the RFP and proposal. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements, however, shall acknowledge in their proposals total responsibility for the entire contract.

If the Proposer intends to subcontract for portions of the work, the Proposer shall identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the Proposer under the terms of this RFP shall also be required for each sub-contractor, if requested by the TPCG. The prime Contractor shall be the single point of contact for all subcontract work.

Unless specifically otherwise authorized in writing, Contractor shall limit subcontracting to one (1) tier and shall designate a single point of contact with each subcontractor to address billing and payment issues.

The Contractor shall be fully responsible to TPCG for the acts and omissions for its subcontractors and of persons directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons employed by it.

Nothing contained in this agreement shall create any contractual relationship between any subcontractor and the TPCG; however, the TPCG shall be deemed a third party beneficiary of any such contractual relationship. Contractor shall maintain a complete list of subcontractors and material suppliers, including names, addresses, phone numbers, and designated representatives. A current list shall be provided to TPCG on request by not less frequent than a biweekly basis.

The Contractor shall not use a subcontractor or material supplier to whom the TPCG has a reasonable objection. Contractor shall make all reasonable attempts to employ residents of Terrebonne Parish and subcontract with firms and/or companies domiciled or currently doing business within Terrebonne Parish. Any subcontractors used by the Contractor shall be identified to Terrebonne Parish.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the services and give the Contractor the same powers regarding terminating any subcontract that the TPCG may exercise over the Contractor under any provisions of this agreement.

This general requirement notwithstanding, Proposers may enter into subcontractor arrangements. Proposers may submit a proposal in response to this RFP, which identifies subcontract(s) with others, provided that the prime Contractor acknowledges total responsibility for the entire contract.

Information required of the prime Contractor under the terms of this RFP, is also required for each subcontractor and the subcontractors must agree to be bound by the terms of the contract. The prime Contractor shall assume total responsibility for compliance.

1.24 Written or Oral Discussions / Presentations

The TPCG, at its sole discretion, may require all Proposers reasonably susceptible of being selected for the award to provide an oral presentation of how they propose to meet the TPCG program objectives. Commitments made by the Proposer at the oral presentation, if any, will be considered binding.

The TPCG reserves the right to adjust the original scores based upon information received in the presentation, using the original evaluation criteria contained in the RFP.

1.25 Acceptance of Proposal Content

All proposals will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals that are not in compliance will be rejected from further consideration.

The mandatory RFP requirements shall become contractual obligations if a contract ensues. Failure of the successful Proposer to accept these obligations shall result in the rejection of the proposal.

1.26 Evaluation and Selection

The evaluation of proposals will be accomplished by an evaluation team, designated by the TPCG, which will determine the proposal most advantageous to the TPCG, taking into consideration price and the other evaluation factors set forth in the RFP.

The evaluation team may consult subject matter expert(s) to serve in an advisory capacity regarding any Proposer or proposal. Such input may include, but not be limited to, analysis of Proposer financial statements, review of technical requirements, or preparation of cost score data.

1.27 Best and Final Offers (BAFO)

The TPCG reserves the right to conduct a BAFO with one or more Proposers identified by the evaluation committee to be reasonably susceptible of being selected for an award. If conducted, Proposers selected will receive written notification of their selection, a list of specific items to address in the BAFO, and instructions for submittal. The BAFO negotiation may be used to assist the TPCG in clarifying the scope of work or to obtain the most cost-effective pricing available.

The TPCG reserves the right to adjust the original scores based upon BAFO's submittal response(s), using the original evaluation criteria contained in the RFP.

The written invitation to participate in BAFO will not oblige TPCG to a commitment to enter into a contract.

1.28 Contract Award and Execution

The TPCG reserves the right to enter into a contract based on the initial offers received without further discussion of the proposals submitted. The TPCG reserves the right to contract for all or a partial list of services offered in the proposals.

The RFP, including any addenda added, and the selected proposal shall become part of the contract initiated by the TPCG.

A Proposer should not submit its own standard contract terms and conditions as a response to this RFP. The Proposer is allowed to submit in its proposal any exceptions or contract deviations that its firm wishes to negotiate. Negotiations may coincide with the announcement of the selected Proposer.

If the contract period exceeds thirty (30) business days, or if the selected Proposer fails to sign the final contract within ten (10) business days of delivery, the TPCG may elect to cancel the award and award the contract to the next highest ranked Proposer.

Award shall be made to the Proposer with the highest points, whose proposal, conforming to the RFP, will be the most advantageous to the TPCG, price and other factors considered.

1.29 Contract Negotiations

If for any reason, after final evaluation and issuance of the Intent to Award letter, the responsible Proposer whose proposal is most responsive to the TPCG's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected and the TPCG

may negotiate with the next most advantageous responsible Proposer.

Negotiation may include revision of any non-mandatory terms or conditions, and clarification of the scope of work and/or implementation of the most cost-effective pricing available from the Proposers.

Parish President and Parish Council must approve the final contract form and issue a purchase order, if applicable, to complete the process.

1.30 Contract Documents

The Contract Documents shall include the Invitation to Proposers, Instruction to Proposers, Scope of Work/Services, Addenda, Proposal Forms, Bonds Insurance Certificates, Proposal Responses, Attachments, and all properly authorized modifications. Any change in the Contract must be accomplished by a formal Contract Amendment signed and approved by the duly authorized Representative of the Contractor and of the Terrebonne Parish Consolidated Government. The Contract Documents shall be construed in accordance with the State of Louisiana Laws.

1.31 Non-Negotiable Contract Terms

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, governing law, claims or controversies, and termination based on contingency of appropriation of funds.

1.32 Non-Exclusive Contract

It is the intent of the TPCG to designate a primary or preferred Contractor, so as to best prepare for an event. However, TPCG reserves the right to employ the services of a different or one or more additional Contractors to assist with disaster recovery when, in its sole judgment, this action best serves the community.

1.33 Bonds

Within ten (10) days from the date of Notice to proceed, , Proposer shall be required to provide a performance and a payment bond in accordance with the terms and conditions of the Contract attached to this RFP.

1.34 Notice of Intent to Award

The evaluation committee shall compile the scores and make a recommendation to the Parish President on the basis of the responsive and responsible Proposer(s) with the highest score(s). The TPCG will notify the successful Proposer(s) and proceed to negotiate terms for final contract(s). Unsuccessful Proposers will be notified in writing accordingly.

The proposals received (except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq), scores of each proposal considered along with a summary of scores, and a narrative justifying selection shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued. Any person aggrieved by the proposed award has the right to submit a protest in writing to the Purchasing and Warehouse Manager seventy-two hours (72) of the award/intent to award. The "Notice of Intent to Award" letter starts the protest period.

The award of a contract shall be subject to the approval of the Parish President and the Terrebonne Parish Council.

1.35 Continuing Obligation

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future contracts.

1.36 Right to Prohibit Award

In accordance with the provisions of R.S. 38:2212.9, any public entity shall be authorized to reject a proposal from, or not award a contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or RFP awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, and all contracts under Title 39, Chapter 17 of the Louisiana Procurement Code, including contracts for professional, personal, consulting, and social services.

1.37 Insurance Requirements

Insurance is to be placed with insurers with an A.M. Best's rating of no less than A:VI. The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Proposer, its agents, representatives, employees or subcontractors. The cost of the insurance shall be included in the total contract amount.

The CONTRACTOR, prior to commencing work, shall provide at his own expense proof of the required insurance coverage(s) required by the contract to TPCG in insurance companies authorized in the State.

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The TPCG reserves the right to request copies of subcontractor's Certificates at any time.

Within ten (10) days from the date of Notice of Award, Proposer shall furnish the TPCG with certificates of insurance effecting coverage required by the attached Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the TPCG before work commences.

1.38 Indemnification and Limitation of Liability

The Contractor agrees to defend, indemnify, save, and hold harmless the Terrebonne Parish Consolidated Government, including all parish departments, agencies, councils, boards and commissions, their officers, agents, servants and employees, including volunteers, from and against any and all claims, lawsuits and demands for damages under any theory of liability as allowed by law, whether contractual, tortuous, or implied, arising from this agreement, whether for breach of contract, injury or death to any person, or

for the damage, loss or destruction of any property, including loss of use, which may occur or in any way grow out of any breach, act or omission, whether intentional or unintentional, and any negligence, or liability of Contractor, its subcontractors, agents, servants, officers and/or employees, related to the performance or nonperformance of the Contract herein entered into, including and as a result of any such claims, lawsuits and demands, the Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suits related thereto, at its sole expense, even if such claim, demand or suit is groundless, false or fraudulent. Damages are defined to include, but not be limited to, general, special, punitive, exemplary, delay. Attorney fees, court costs, fines, penalties, interest, and/or expenses.

1.39 Payment

Payments are predicated upon successful completion and written approval by Clay Naquin, Solid Waste Director of the described tasks and deliverables as provided in the Scope of Services (as applicable). Payments will be made to the successful Proposer after the TPCG approves in writing the work performed and the submitted invoice(s). Payment will be made only after Clay Naquin, Solid Waste Director, approves the invoice(s) for payment. The TPCG will make every reasonable effort to make payments within thirty (30) calendar days of an approved invoice that falls under a valid contract.

1.40 No Guarantee of Quantities

The TPCG reserves the right to increase or decrease quantities at the unit price stated in the proposal. The TPCG shall not obligate itself to contract for or accept more than their actual requirements during the period of the contract, as determined by actual needs and availability of appropriated funds.

1.41 TPCG Furnished Resources

The TPCG shall appoint a Project Manager for this Contract who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned Project Manager shall be the principal point of contact on behalf of the TPCG and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract.

1.42 Termination of the Contract for Cause

TPCG may terminate the Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided the TPCG shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) calendar days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) calendar days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the TPCG may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice.

Failure to perform within the time agreed upon in the contract may constitute default and may cause cancellation of the contract.

Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the TPCG to comply with the terms and conditions of the contract provided that the Contractor

shall give the TPCG written notice specifying the TPCG's failure and a reasonable opportunity for the TPCG to cure the defect.

1.43 Termination of the Contract for Convenience

The TPCG may terminate the Contract at any time without penalty by giving thirty (30) calendar days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

1.44 Termination for Non-Appropriation of Funds

The continuation of the contract shall be contingent upon the appropriation of funds to fulfill the requirements of the contract. Notwithstanding any provisions herein, in the event sufficient funds for the performance of this Agreement are not appropriated by TPCG in any fiscal year covered by this contract, this agreement may be terminated by the TPCG giving notice to the Contractor of such facts and the TPCG's intention to terminate its financial obligation.

1.45 Assignment

No assignment of this Contract or any right occurring under this shall be made in whole or in part by the Contractor; either voluntarily or involuntarily or by any process of law and shall not be or come under the control of creditors or trustee(s) of Contractor, without the express prior written consent of the Owner. In the event of any assignment, the assignee shall assume the liability with the Contractor who shall continue to remain liable for the faithful performance of the Contract.

1.46 Right to Audit

The State legislative auditor, federal auditors and internal auditors of the TPCG, or others so designated by the TPCG, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years from the date of final payment or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

1.47 Record Ownership

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by the Contractor in connection with the performance of the services contracted for herein shall become the property of the TPCG and shall, upon request, be returned by the Contractor to the TPCG, at the Contractor's expense, at termination or expiration of the contract.

1.48 Entire Agreement / Order of Precedence

The contract, together with the RFP and addenda issued thereto by the TPCG, the proposal submitted by the Contractor in response to the TPCG's RFP, and any exhibits specifically incorporated herein by reference, shall constitute the entire agreement between the parties with respect to the subject matter.

In the event of any inconsistent or incompatible provisions, this signed agreement (excluding the RFP and the Contractor's proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor's proposal.

1.49 Contract Modifications

No amendment or variation of the terms of the contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract shall be binding on any of the parties.

1.50 Substitution of Personnel

The Contractor's personnel assigned to the Contract shall not be replaced without the prior written consent of the TPCG. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any TPCG or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to a project outside the contract, outside of the TPCG's or Contractor's reasonable control, as the case may be, the TPCG or the Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The Contractor will make every reasonable attempt to assign the personnel listed in his proposal.

1.51 Governing Law

The contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to the contract shall be in the Thirty-Second Judicial District Court, Parish of Terrebonne, State of Louisiana.

1.52 Claims or Controversies

All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana; purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this RFP.

1.53 Non-Collusion Affidavit

Each Proposer shall execute a Contractor's Affidavit of Non-Collusion, in the form provided with the proposal forms, at the time of submittal or within ten (10) days thereafter, to the effect that he has not colluded with any other person, firm or corporation in regards to any Proposal submitted.

1.54 E-Verify

Contractor acknowledges and agrees to comply with the provisions of LA R.S. 38:2212.10 regarding verification of employees involved in public contracts, as evidenced by the attached affidavit (E-Verify).

1.55 Code of Ethics

Proposers shall be responsible for determining that there will be no conflict or violation of the Louisiana Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics shall be the only entity which can officially rule on ethics issues.

1.56 Corporate Requirements

If the Contractor is a corporation not incorporated under the laws of the State of Louisiana, the Contractor shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Louisiana's Secretary of State. If the Contractor is a for-profit corporation whose stock is not publicly traded, the Contractor shall ensure that a disclosure of ownership form has been properly filed with the Louisiana's Secretary of State.

1.57 Prohibition of Discriminatory Boycotts of Israel

In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The TPCG reserves the right to reject the response of the Proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

1.58 Clean Air Act

The Contractor agrees to comply with all applicable standards, orders or regulators issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §7401 et seq.

The Contractor agrees to report each violation to the TPCG and understands and agrees that the TPCG will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

1.59 Federal Water Pollution Control Act

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The contractor agrees to report each violation to the TPCG and understands and agrees that the TPCG will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

1.60 Energy Policy and Conservation Act

Contractor recognizes the mandatory standards and policies relating to energy efficiency with are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

1.61 Debarment and Suspension

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the TPCG. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in

addition to remedies available to the TPCG, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower-tier-covered transactions.

Contractor, and each tier of Subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

1.62 Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352 as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

1.63 Davis-Bacon Act

Proposer acknowledges that all construction contracts in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act, which requires contractors to pay laborers and mechanics wages at a rate not less than the minimum wages specified in a wage determination made by Secretary of Labor. Additionally, contractors shall be required to pay wages not less than once a week.

1.64 Access to Records

The Contractor agrees to provide the TPCG, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with the Disaster Recovery Act of 2018, the TPCG and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States

1.65 DHS Seal, Logo and Flags

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

1.66 Changes

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior approval of TPCG. Any modifications to the provisions of this contract shall be in writing, signed by all parties and approved the required authorities.

Changes to the contract include any change in compensation; beginning/ ending date of the contract; scope of work; and/or Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

1.67 Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

1.68 No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

1.69 Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

1.70 Louisiana First Hiring Act

Within 10 days from the date of Notice of Award, Proposer shall comply with Louisiana Revised Statute 39:2204 by submitting to the Louisiana Workforce Commission any information required by Subsection B of the statute.

1.71 Civil Rights Compliance

The Contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education

Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under the contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the contract.

1.72 Contract Work Hours and Safety Standards Act

Proposer acknowledges that all construction contracts in excess of \$2,000, and all other contracts involving the employment of mechanics or laborers in excess of \$2,500 shall include provisions for compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, which requires each contractor to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours. Section 107 is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous.

1.73 Rights to Inventions Made Under a Contract or Agreement

Proposer acknowledges that contracts for the performance of experimental, developmental, or research work shall include provisions providing for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and the Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements".

1.74 Remedies for Breach

Proposer acknowledges that contracts in excess of the simplified purchase threshold (\$150,000.00) shall contain provisions allowing for administrative, contractual, or legal remedies for Contractor breaches of the contract terms and shall provide for such remedial actions as appropriate.

1.75 Copeland "Anti-Kickback" Act

Proposer acknowledges that all construction/repair contracts and sub-grants in excess of \$2,000 shall include provisions requiring compliance with the Copeland "Anti-kickback" Act (18 U.S.C. §3141-3148), which provides that each contractor or sub-recipient shall be prohibited from inducing any person employed in the construction, completion, or repair of public work, to give up any part of the entitled.

1.76 Warranties

Contractor warrants that all services shall be performed in good faith, with diligence and care, by experienced and qualified personnel in a professional, workmanlike manner, and according to its current description (including any completion criteria) contained in the scope of work.

PART II SCOPE OF WORK / SERVICES

2.1. GENERAL

- 2.1.1. Work conducted pursuant to this request for proposals shall apply to Disaster Recovery Debris Management and Removal Services for and within Terrebonne Parish, Louisiana, including the City of Houma, to remove vegetative and C&D debris and other hazards to life and property as quickly as possible and in such a manner as to qualify related expenses for reimbursement from state and/or federal agencies to the maximum extent possible. Clean up, demolition, and removal will be limited to i) that which is determined to eliminate immediate threats to life, public health and safety; ii) that which has been determined to eliminate immediate threats of significant damage to improved public or private property, and; iii) that which is considered essential to insure economic recovery of the community to the benefit of the community-at-large. Management assistance in coordinating the proper allocation and documentation of resources utilized to effect recovery is a key component of service.
- 2.1.2. As directed, the Contractor shall mobilize management and assessment resources and stage resources in advance of an impending event or immediately following an unanticipated event. Mobilization of recovery resource is expected to follow immediately.
- 2.1.3. "Event," as used in this Contract, is defined as either a disaster or emergency situation affecting a geographic area which includes Terrebonne Parish, Louisiana, and which results or will result in the immediate need for clean-up, demolition, and removal of debris from Terrebonne Parish in order to eliminate threats to life, public health or safety, and significant damage to property considered essential to insure economic recovery of the community to benefit the community at large. TPCG shall have the final decision, for the purpose of this Contract, in determining whether circumstances exist which meet the definition of an Event.
- 2.1.4. Section 2.2 is a listing of services and/or tasks to be provided by Contractor to TPCG upon receipt by Contractor of TPCG's activation notice.
- 2.1.5. By executing this Agreement, Contractor declares that it meets all of the specifications for contractor's requirements as listed in the Contract Documents for this contract.
- 2.1.6. Prime Contractor. Contractor shall be required to assume responsibility for all items and services required under this Contract whether or not Contractor produces or provides them. Contractor shall be the sole point of contact with regard to these contractual matters, including payment of any and all charges resulting from the Contract.
- 2.1.7. Non-Exclusive. By declaring Contractor as the Prime Contractor for the services in this Contract, it is the intent of the TPCG to designate Contractor as the primary or preferred contractor so as to best prepare for an event. However, nothing contained herein shall be

construed to convey to Contractor an exclusive right to provide the equipment and services specified herein, and the TPCG reserves the right to employ the services of a different or one or more additional contractors to assist with disaster recovery when, in its sole judgment, this action best serves the community.

2.2. DELIVERABLES

2.2.1 Mobilization. Contractor will aggressively strive to mobilize the management, equipment, operators, and laborers required to begin debris removal operations according to the following schedule:

	CATEGORY			
	1 - 2	3	4	5
Within 12 hours	40%	30%	20%	15%
Within 24 hours	60%	60%	40%	25%
Within 48 hours	80%	80%	60%	45%
Within 72 hours	100%	100%	80%	70%
Within 1 week	-	-	100%	100%

2.2.2. Emergency Road Clearance. The Contractor shall accomplish the cutting, tossing and/or pushing of debris from the primary transportation routes to the public right-of-way as identified by and directed by the TPCG. This initial aspect of the work shall continue until all streets and roads have been cleared. However, as directed by TPCG, the following tasks will be initiated and conducted concurrently.

2.2.3. Temporary Debris Staging and Reduction Sites (TDSRS). Within 30 days following the effective date of this agreement, Contractor shall secure firm rights and necessary approvals, including permits, to establish TDSR sites at strategic locations throughout Terrebonne Parish.

Such locations shall be subject to approval of TPCG. To the extent requested by Contractor, TPCG will assist and cooperate fully in the identification of public properties within the work area to be utilized as TDSRS's and TPCG will provide such reasonable extension(s) of time as may be requested by contractor, to the extent delays are beyond his control.

The Contractor shall prepare and submit a pre-plan for opening and operation of each TDSRS. As directed by TPCG, Contractor will open, prepare, and maintain TDSRS's to accept and process all debris delivered to the site.

Complete site preparation shall be the responsibility of the Contractor, including but not limited to site work and materials necessary to build and maintain roads (ingress, egress, or traversing the site), construction of an adequate roofed inspection tower, provision of portable scales as may be required, wind-born debris control fencing, silt fencing or water retention berms, office and parking space; and any other items necessary for or incidental to site operations and management.

Every transport vehicle entering or exiting the site shall be inspected, as provided herein. All debris will be processed in accordance with all local, state and federal laws, rules, permits, regulations, and standards. Reduction method(s) may include open burning, incineration, tub grinding, or other alternate methods such as compaction. Prior to reduction, all debris will be segregated between vegetative debris, construction and demolition debris (C&D), white goods, and hazardous wastes. All reduced debris as well as non-reducible debris will be disposed of at a location(s) designated by TPCG. The TPCG shall maintain ownership as the party responsible for all debris under this agreement.

Upon completion, the TDSRS will be restored to its pre-use condition, in accordance with local, state, and federal laws, permits, standards, and regulations.

- 2.2.4. Debris Removal from Public Rights-of-way. As identified by and directed by the TPCG, the Contractor shall accomplish the collection, loading, and hauling of all eligible debris from public property and rights-of-way to a disposal location or Temporary Debris Staging and Reduction Site (TSDRS). It is the intent of TPCG that, to the maximum extent practical, vegetative, C&D, white goods, and hazardous wastes will be segregated curbside and transported to a TSDRS, landfill, recycling center, and approved hazardous waste disposal locations respectively.
- 2.2.5. White Goods. The Contractor may expect to encounter white goods available for disposal. The Contractor shall dispose of all white goods encountered in accordance with all local, state and federal laws, rules, permits, regulations, and standards. Any white goods that may contain Freon, such as refrigerators, freezers, or air conditioners, shall have the Freon removed by the Contractor prior to disposal, in accordance with applicable regulatory requirements.
- 2.2.6. Hazardous Stumps (Removal, Back-fill, Haul). As directed by the TPCG, the Contractor shall remove all hazardous stumps and haul each stump to the designated disposal location. Each stump shall be inspected, measured, and photographed by Contractor's inspector in the presence of an independent monitor to document the appropriate category of size for invoicing. The Contractor shall back-fill each stump hole with compatible material.
- 2.2.7. Hazardous Leaning Trees. Hazardous leaning trees are those trees determined to be

leaning in excess of 30 degrees, twisted or mangled as a result of the disaster event, or have at least 50% crown damage and pose a threat to public health and welfare. Only those trees qualified by TPCG and designated for removal shall qualify for reimbursement. Hazardous trees will be flush cut to the ground and placed on the ROW for removal.

- 2.2.8. Hazardous Hanging Limb (“Hangers”). Hazardous hanging limbs are those hanging limbs equal to or greater than 2” in diameter and pose a threat to public health and welfare. Only those hangers qualified by TPCG and designated for removal shall qualify for reimbursement. Hangers will be cut and placed on the ROW for removal.
- 2.2.9. Debris Removal from Private Property and Publicly Owned Property. Should an imminent threat to life, safety and health to the general public be present on private property or public properties, such as parks, playgrounds, public facilities, or public rights-of-way, the Contractor, as directed by the TPCG and upon securing the required approvals (right of entry, hold harmless, non-duplication of benefits agreement, etc.) shall accomplish the collection, loading, and hauling of all eligible debris from public property and rights-of-way to a disposal location or Temporary Debris Staging and Reduction Site (TSDRS). It is the intent of TPCG that, to the maximum extent practical, vegetative, C&D, white goods, and hazardous wastes will be segregated and transported to a TSDRS, landfill, recycling center, and approved hazardous waste disposal locations respectively.
- 2.2.10. Demolition of Structures (including private property). Should an imminent threat to life, safety and health to the general public be present, including on private property or public properties, such as parks, playgrounds, public facilities, or public rights-of-way, the Contractor, as directed by the TPCG and upon securing the required approvals (right of entry, hold harmless, non-duplication of benefits agreement, etc.) shall demolish structures identified by the TPCG and remove ruminants thereof. The Contractor shall maintain all such debris work sites in accordance with all local, state and federal laws, rules, permits, regulations, and standards.
- 2.2.11. Hazardous Materials Remediation and Abatement. In connection with the performance of work under this contract, The Contractor may encounter hazardous materials, not considered household hazardous waste. As directed by TPCG, Contractor shall collect and dispose of all such waste in accordance with all applicable local, state, and federal regulations.
- 2.2.12. Marine Debris Removal from canals and waterways of woody materials or other objects which may require specialized equipment.
- 2.2.13. Levee Debris Haul to Final Disposal because of the material of mixed debris and mud in levee debris. This debris shall be loaded in End Dump Trailers or Traditional Bobtail Tri-Axle Dump Trucks and haul the debris directly to the Final Disposal Site. Tipping fees shall be a pass-through expense to the TPCG.
- 2.2.14. Debris Disposal. The Contractor shall dispose of all debris, reduced debris, ash residue and other products of the debris management process in accordance with all- applicable

federal, state and local laws, standards and regulations all local, state and federal laws, rules, permits, regulations, and standards. Unless otherwise agreed by TPCG and CONTRACTOR the final disposal locations for each type waste shall be as follows:

2.2.14.1. Vegetative Debris (Green Waste) – Ashland Landfill site or other TPCG approved TDSRS;

2.2.14.2. Construction and Demolition (C&D) Debris - River Birch Landfill; Avondale, LA or other TPCG approved landfill;

2.2.14.3. White Goods – EMR Houma facility or other TPCG approved recycling center;

2.2.14.4. Hazardous Wastes – TPCG approved disposal location(s)

2.2.14.5. Levee Debris – River Birch Landfill; Avondale, LA or other TPCG approved landfill;

2.2.14.6. Storm Drain Debris – Ashland Landfill site or other TPCG approved TDSRS;

2.2.14.7. Catch Basin Debris – Ashland Landfill site or other TPCG approved TDSRS;

Disposal costs to TPCG approved sites will be considered a pass through cost to TPCG with no mark- up. When possible, TPCG will utilize its existing disposal account and negotiated rates at the disposal locations listed above. Any change of the location of final disposal shall be documented in the form of a Memorandum for the Record.

2.2.15. Documentation and Inspections. All storm debris shall be subject to inspection by the TPCG or any public authority in accordance with generally accepted standards to insure compliance with the contract and local, state and federal laws, rules, permits, regulations, and standards. The Contractor will, at all times, provide the TPCG access to all work sites and disposal areas. In addition, authorized representatives and agents of any participating federal or state agency shall be permitted to inspect all work and materials. Contractor will have personnel in place at each TDSRS and disposal site at all times during the performance of the work to verify the contents and measurements of the vehicles and loads entering the site. Every transport vehicle entering or exiting the site shall be inspected and records maintained as to its capacity and load. The Contractor will monitor the material to determine that it in fact consists of eligible debris. The Contractor will have representatives in place at each pick up site who will record the location, contents, date, and time of each departing transport vehicle. Prior to use, the Contractor will establish and record the capacity and tare weight and will perform a safety inspection of each transport vehicle. The Contractor will furnish field inspection reports, disposal tickets, and other forms, sufficient to provide substantiation for federal (FEMA, etc.) and state reimbursement requests in a format acceptable to TPCG and shall provide completed forms to TPCG on a regular basis as requested.

2.2.16. Priority of Work Areas. The TPCG will establish the priority of work areas and Contractor shall draft and/or modify his plan accordingly. Regularly scheduled meetings

will be held to review the progress and work plan.

- 2.2.17. Working Hours. All activity associated with gathering and loading of eligible debris shall be performed only during visible daylight hours, unless otherwise authorized by TPCG. Hauling of eligible debris to a TDSRS or disposal site will be allowed only during visible daylight hours, unless otherwise authorized by TPCG. The Contractor may work during these hours seven (7) days per week including holidays. It is understood between the parties that TDSRS debris processing operations may be conducted twenty- four (24) hours, seven (7) days per week if the Contractor deems it necessary and safe and in conformance with all local, state and federal laws, rules, permits, regulations, and standards.
- 2.2.18. Facilities. The Contractor shall be responsible for obtaining sites to stage equipment while not in use and shall provide for the shelter, feeding, and sustenance of all workers in an orderly, organized, and environmentally sound manner. TPCG will assist and cooperate fully in the identification of public properties to be utilized for this purpose.
- 2.2.19. Program Management. Contractor shall conduct the work in a well-planned and coordinated manner, shall maintain complete and accurate records of all work activities conducted pursuant to this agreement, and shall furnish copies of such records to TPCG at such times and in such formats (including electronic format) as TPCG may require. Such records shall include, but may not be limited to subcontractor information, equipment inventories, load tickets, disposal tickets, pictures, and maps.
- 2.2.20. Completed Work. The Contractor shall leave the sites from which the eligible debris was removed in a clean and neat condition. Contractor acknowledges multiple passes will be required to render the result acceptable to TPCG and will continue to maintain adequate resources to address new accumulations until such time as volumes have reduced to a typical level. Contractor shall make such allowances in his proposal. Determination of when an area is in a clean and neat condition or when the work is complete will be determined by TPCG.
- 2.2.21. Deadline for Completion of Work. The work for each Event shall be completed on or before 180 days from the date of a declaration of emergency or disaster issued by the Governor of the state of Louisiana. TPCG may, in its sole discretion, approve an extension of this deadline for up to an additional 180 days, as may be necessary considering the magnitude of the Event and the volume of debris resulting from the Event.
- 2.2.22. Change Order. The TPCG may at any time, as the need arises, order changes within the scope of services without invalidating this Contract. The TPCG and the Contractor shall authorize all changes affecting the project's costs or modifications of the terms or conditions of this agreement by means of an official written contract change order that is mutually agreed upon and signed by both parties.

I. SUBSTANTIAL COMPLETION

- 3.1. Substantial Completion shall apply to each Event requiring services under this Contract, and, for the purpose of this Contract, Substantial Completion is defined as the finishing of work in accordance with the Contract Documents, as modified by any amendments agreed to by the parties, to the extent that the work is completed in accordance with Section 2.2.18 and 2.2.19.
- 3.2. Once substantial completion has been reached, Owner shall provide Contractor with a written notice of substantial completion for the Event. The notice shall include a punch list of items necessary for completion of the work, if any. Any punch list generated shall include the cost estimates for the particular items of work based on the mobilization, labor, material, and equipment costs of correcting each punch list item.
- 3.3. TPCG shall cause the notice of substantial completion to be recorded in the office of the recorder of mortgages in Terrebonne Parish, Louisiana no later than 45 days after the date of notice of substantial completion, and Owner shall provide Contractor with a copy of the recorded document.

II. PAYMENT TERMS

4.1. CONSIDERATION

- 4.1.1. In consideration of the services described above, Owner hereby agrees to pay Contractor and Contractor agrees to accept payment in accordance with Contractor's Best and Final Offer on its Price Proposal Form, which is made a part of this agreement.

4.1.1. (a) Contractor's compensation for work performed under this Contract shall not exceed a total of Sixty-Five Million and no/100 (\$65,000,000.00) Dollars. Contractor agrees to exceed this contract price at its own risk.

- 4.1.2. It is understood that, except as otherwise specifically stated in this contract, Contractor shall provide and pay for all labor, tools, equipment, transportation, supervision, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the services specified herein.
- 4.1.3. The Contractor shall not at any time suffer or permit any lien, attachment, or any other encumbrance under the laws of the State of Louisiana, or otherwise by any person or persons whomsoever to remain on file against any money due or to become due for any work done or materials furnished under this agreement or by any reason or claim or demand against Contractor. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment by virtue of this agreement.

4.2. BASIS OF COMPENSATION

The following shall govern costs for services to be provided by Contractor to the TPCG. Costs denoted by an hourly dollar amount represent a unit hourly rate for personnel and/or equipment services. Costs denoted by a unit price other than an hourly rate denote the cost per unit specified to provide the appropriate services. In no event shall TPCG pay more than the price(s) listed on the Price Proposal Form, attached to this Contract.

4.2.1. Emergency Road Clearance. TPCG shall compensate the Contractor for Emergency Road Clearance on the basis of an hourly rate schedule, which shall be affixed to and made part of the Price Proposal Form. A not-to-exceed amount shall be established for any specific work performed at an hourly rate at the time of authorization by the TPCG.

The TPCG and the Contractor shall have representatives in the field with each work crew to monitor and record actual work times for each piece of equipment and crew-member present at a particular work site. Signed records shall be the basis of Contractor's compensation.

Loading and hauling of accumulated debris from emergency road clearance activities shall be compensated on the basis established for Debris Removal.

Temporary Debris Storage and Reduction Site (TDSRS). TPCG shall compensate the Contractor for securing each approved TDSRS lease option on the basis of approved cost and for opening/closing each TDSRS site in accordance with the approved site plan on the basis of the lump sum price set forth in the Price Proposal Form. Additionally, TPCG shall compensate the Contractor for the processing of all debris at a TDSRS according to the method of reduction and on the basis of the unit price set forth the Price Proposal Form.

4.2.2. Debris Removal. TPCG shall compensate the Contractor for debris that is collected, loaded, and hauled to a TDSRS or disposal site from public property on the basis of the unit volume (per cubic yard) price set forth in the Price Proposal Form attached hereto. Applicable tipping fees at any disposal site other than a TDSRS shall be the responsibility of the TPCG or shall be paid to Contractor in addition to all other applicable fees. The Contractor will not be compensated for disposing of any material not defined as eligible debris. The Contractor will inspect each load to verify the contents are in accordance with the accepted definition of eligible debris. If any load is determined to contain material that does not conform to the definition of eligible debris, the Contractor will be ordered to deposit the load at an alternate location; no payment will be allowed for that load and the Contractor will not invoice the TPCG for such loads. For each suitable load collected and hauled, a record of the measurement units will be recorded by the Contractor numbered tickets supplied by the Contractor. Copies of each load record will be available to the Contractor and the TPCG's on-site designee.

4.2.3. White Goods. TPCG shall compensate the Contractor for the collection, staging, processing, loading, and hauling of white goods. The unit cost shall include any costs associated with segregation of contaminated units for disposal as MSW.

4.2.4. Electronic Waste (E-Waste). TPCG shall compensate the Contractor for the collection, staging,

processing, loading, hauling and legal disposal or recycling of E-Waste. The methods for handling and disposal of E-Waste shall comply with best practices and guidelines for E-Waste handling, recycling, and disposal issued by the Louisiana Department of Environmental Quality.

4.2.5. Household Hazardous Waste (HHW). TPCG shall compensate the Contractor for the collection, staging, processing, loading, hauling and legal disposal or recycling of HHW. The methods for handling and disposal of HHW shall comply with best practices and guidelines for E-Waste handling, recycling, and disposal issued by the Louisiana Department of Environmental Quality.

4.2.6. Hazardous Stumps. TPCG shall compensate the Contractor for removal, backfilling, and hauling hazardous stumps to a TDSRS from public property on the basis of the stump diameter set forth in the Price Proposal Form attached hereto, and on the basis of records generated in accordance with this section.

The removal and hauling of hazardous stumps requires unique documentation and costing. Each stump will be measured by the TPCG and Contractor representatives, two (2) feet above normal ground level, to determine the diameter of the trunk. Once the diameter is established, the stump will be physically numbered by the best means available and photographed by either or both representatives. Relevant information including the representatives' names, stump number, and photograph number. The photograph number shall be recorded on or actual photograph attached to an approved form and shall be signed by both representatives.

4.2.7. Hazardous Leaning Trees ("Leaners"). TPCG shall compensate the Contractor to flush cut each hazardous leaning tree from public property and hauling to a TDSRS on the basis of the stump diameter set forth in the Price Proposal Form attached hereto.

The removal of hazardous leaning trees requires unique documentation in order to substantiate payment to the Contractor. Each tree will be measured by the TPCG and Contractor representatives, two (2) feet above normal ground level, to determine the diameter of the trunk. Once the diameter is established, the tree will be photographed by either or both representatives. Relevant information including the representatives' names, photograph number or actual photograph, GPS coordinates, and other documentation as may be deemed necessary by the TPCG shall be recorded on an approved form and shall be signed by both representatives.

4.2.8. Hazardous Hanging Limb ("Hanger's"). The removal of hangers is a unique process requiring specialized equipment and additional documentation in order to substantiate payment to the Contractor, including photographs, GPS coordinates, and other documentation deemed necessary by the TPCG.

Hazardous hangers will be removed and hauled to a TDSRS on a unit rate, per tree basis regardless of the number of hangers removed from the tree. Hangers must be a minimum 2" in diameter and pose a threat to public health and welfare in order for the TPCG to authorize removal.

4.2.9. Debris Removal from Private Property and Publicly Owned Property. The Contractor shall invoice the TPCG for the gathering or collection of debris based on the hourly rate schedule for Ancillary Services affixed to and made part of the Price Proposal Form. A not-to-exceed amount

shall be established for any specific work performed at an hourly rate at time of authorization by the TPCG.

The TPCG and the Contractor shall have representatives in the field with each work crew to monitor and record actual work times for each piece of equipment and crew-member present at a particular work site. Signed records shall be the basis of Contractor's compensation.

Loading and hauling of accumulated debris from private property and publicly owned property shall be compensated on the basis established for Debris Removal.

4.2.10. Demolition of Structures. TPCG shall compensate the Contractor for structure decontamination, loading, hauling, and associated hazardous waste disposal in accordance with the schedule of costs affixed to and made part of the Price Proposal Form.

4.2.11. Hazardous Materials Remediation and Abatement. TPCG shall compensate the Contractor for hazardous materials handling (other than household hazardous waste) services on the basis of the rate schedule affixed to and made part of the Price Proposal Form.

The TPCG and the Contractor shall have representatives in the field with each work crew to monitor and record actual work times for each piece of equipment and crew-member present, and quantities of supplies and materials utilized at a particular work site. Signed records shall be the basis of Contractor's compensation.

4.2.12. Overtime. Overtime is subject to written approval by Owner, and in the event of approval, Owner shall pay overtime personnel rates of 1.5 times the regular rate for individual services in excess of 40 hours per week.

4.3. PAYMENTS TO CONTRACTOR

4.3.1. Invoicing. The Contractor may invoice the TPCG not more than once every fifteen (15) days. Contractor's payment request shall be signed by the Contractor and include only that work performed during the period covered by the payment request and supported by such data as the TPCG may reasonably require. Contractor will be subject to audit by local, state, and federal agencies pursuant to this contract. Each invoice shall contain verification of each debris removal load ticket and also contain a summary sheet indicating, by day, the individual verified load receipts and respective invoice amount. TPCG may temporarily remove any disputed amount line items in the bill from the invoice for review. Disputed tickets will be returned to the Contractor for additional clarification prior to payment.

4.3.2. Inspection and Audit of Work. Owner shall retain the right to inspect and audit Contractor's work to determine the accuracy of any invoices submitted.

4.3.3. Payment. Payment of any undisputed amount owed is to be made within thirty (30) days after receipt of properly executed invoice or delivery, whichever is later.

4.3.4. Withholding of Final Payment. Notwithstanding any provisions in this Article IV, Owner may

withhold a final payment of five (5%) percent of the price for each Event until the expiration of 45 days after the recordation of notice of substantial completion for that Event. The purpose of this part is to protect claims of any person to whom money is due pursuant to a contract with the Contractor or any subcontractor for the performance of work, furnishing of materials or supplies, delivery of materials or supplies, or leasing/rental of movable property, or any other performance for this Contract. Owner shall pay, in accordance with law, the amount due to any claimant who has properly preserved a claim or privilege from the amount of the final Event payment withheld from the price of each Event occurring under this Contract. Chapter 10, Parts III and IV of Title 38 of the Louisiana Revised Statutes are adopted herein for the purposes of preserving claimants' rights under this part.

4.3.5. Civil Penalties and Criminal Liability of Contractors. Contractor acknowledges that it is aware of Louisiana Revised Statute 9:4818, prohibiting a contractor, subcontractor, or their agents, who have received payment from Owner under this Contract to knowingly fail to apply the money received as necessary to settle claims to sellers of movables or laborers due under the contract. In addition to any civil liability, including civil penalties, attorneys' fees, and court costs, Contractor, a subcontractor, or their agents may be subject to criminal liability under Louisiana Revised Statute 14:202(B) and (C). Contractor further acknowledges that it is aware of Louisiana Revised Statute 14:202. Contractor shall comply with the laws cited in this subpart.

4.3.6. Additional Civil Penalties. Contractor acknowledges that it is aware of Louisiana Revised Statute 9:2784, penalizing a contractor for failing to make any payments to subcontractors and suppliers as required therein within fourteen days of Contractor's receipt of payment from the Owner. Contractor shall comply with the law cited in this subpart.

4.4. OTHER CONSIDERATION

4.4.1. Additional Costs and Expenses. No additional costs or expenses incurred by Contractor in performance of this Agreement shall be reimbursed or paid by Owner.

4.4.2. Disbursements under this agreement will be allowed only for expenditures occurring between and including the date of execution of this Agreement by all parties through the date of expiration or termination of this Agreement.

4.4.3. Taxes. Each price included in this Section is inclusive of all applicable taxes. TPCG is exempt from all state and local sales and use taxes, and Owner shall not be obligated to pay any amount over and above the applicable price(s). Further, Contractor hereby assumes all responsibility for payment of taxes from the funds thus received under this Agreement.

III. DEFAULT and REMEDIES

5.1 DEFAULT

5.1.1. A breach of any of the terms of this contract shall constitute default, including but not limited to any event of failure, neglect, or refusal to complete the work or any designated party of the work specified herein, within the corresponding contract times. A default may cause termination of the contract at the sole option of the TPCG. Where the TPCG has determined the Vendor to be in default, the TPCG reserves the right to purchase any and/or all products or services covered by the contract on the open market and to charge the Vendor with cost in excess of the contract price (liquidated damages). Until such assessed charges have been paid, no subsequent offer from the defaulting Vendor will be considered.

5.1.2. Further, Owner shall have all rights granted by the general laws of the State of Louisiana, including but not limited to the following:

6.1 LIQUIDATED DAMAGES

6.1.1. As a breach of the service provided by this Contract would cause serious and substantial damage to the Owner, and the nature of this Contract would render it impracticable or extremely difficult to fix the actual damage sustained by the Owner by such breach, it is agreed that in case of breach, the Owner may assess and collect liquidated damages as specified below.

6.1.2. Contractor acknowledges that time is of the essence in the prosecution of the work and that TPCG will suffer financial loss as the result of unnecessary delay. Contractor agrees to faithfully discharge the obligations set forth herein, maintaining a steady force of resources through completion, working every permissible hour. TPCG and Contractor recognize the delays, expense and difficulties involved in proving the actual loss suffered by TPCG in a legal or arbitration proceeding, if the work is not prosecuted accordingly. Instead of requiring any such proof, TPCG and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay TPCG for each day Contractor's work is not completed by the deadline, an amount of twenty-five hundred dollars (\$2,500.00).

6.1.3. The parties agree that this amount is the amount which the Owner will be damaged by the breach of such service. Such liquidated damages shall be deducted from the monthly payments and/or retention due the Contractor.

6.1.4. Liquidated damages, as provided herein, are supplemental damages and are not exclusive damages.

PART III EVALUATION

3.1 Evaluation and Selection

All responses received as a result of this RFP are subject to evaluation by the TPCG Evaluation Committee for the purpose of selecting the Proposer with whom the TPCG shall contract.

To evaluate all proposals, a committee whose members have expertise in various areas has been selected. A consensus-based evaluation process shall be used to evaluate responses. This committee will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Proposers to make this determination.

Submittals will be evaluated based on the following general criteria and their respective weights of consideration:

Evaluation Criteria	Possible Points
Technical approach to the project and adequacy to achieve requirements of Scope of Work / Services	0 – 35
Relevant experience and capabilities of Respondent and key personnel assigned to project	0 – 35
Cost	0 – 30
TOTAL POSSIBLE POINTS	100

The proposal will be evaluated in light of the material and the substantiating evidence presented to the TPCG, not on the basis of what may be inferred. Recommendation for award shall be made to the Parish President for the responsible Proposer whose proposal, conforming to the RFP, will be the most advantageous to the TPCG, price and other factors considered.

The committee may reject any or all proposals if none is considered in the best interest of the TPCG.

3.2 Financial Proposal

Prices proposed by the Proposer shall be submitted and prices proposed shall be firm. The information provided in response to this section will be used in the Financial Evaluation to calculate the lowest evaluated cost.

EXHIBIT A

DISASTER RECOVERY DEBRIS MANAGEMENT AND REMOVAL SERVICES

PRICE PROPOSAL FORM

To the Terrebonne Parish Consolidated Government:

1. The undersigned Proposer proposes and agrees to enter into an agreement with TPCG substantially in the form included in the Contract Documents, or otherwise as prescribed by TPCG, to perform and furnish all work as specified or indicated in the Contract Documents for the Proposal Price indicated in this Proposal and in accordance with the other items and conditions of the Contract Documents.
2. Proposer accepts all of the terms and conditions of the Contract. This Proposal will remain subject to acceptance for ninety (90) days after the day of Proposal opening. Proposer will sign and deliver the required number of counterparts of the agreement with the bonds and other documents required by the Contract Documents within twelve (12) days after the date received from TPCG.
3. In submitting this Proposal, Proposer represents, as more fully set forth in the agreement, that:
 - a. Proposer has examined and carefully studied the Request for Proposals documents.
 - b. Proposer has become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the work.
 - c. Proposer is familiar with and is satisfied as to all local, state, and federal laws, rules, permits, regulations, and standards that may affect cost, progress, performance and furnishing of the work.
 - d. Proposer is aware of the general nature of work to be performed by TPCG and others at the sites that relates to work for which this Proposal is submitted as indicated in the Contract Documents.
 - e. Proposer has correlated the information known to Proposer, information and observations obtained from visits to the site, and all additional examinations and data with the Contract Documents.
 - f. Proposer has given TPCG written notice of all conflicts, errors, ambiguities or discrepancies that Proposer has discovered in the Contract Documents and the written resolution thereof by TPCG is acceptable to Proposer, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the work for which this Proposal is submitted.
 - g. This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; Proposer has not solicited or induced any person, firm or corporation to refrain from submitting a proposal; and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over TPCG.
4. The Proposer declares that, to the best of his knowledge and experience with Federal and State reimbursement procedures and requirements, that all of the proposed costs and payment methods are reasonable and customary for the services listed.
5. Proposer will complete the work in accordance with the Contract Documents for the prices listed on this Price Proposal Form.

1. Temporary Debris Storage and Reduction Site

a) Secure lease option and pre-plan	APPROVED COST
b) Site Management - Open/maintain/close/remediate	\$ _____ Per Cu Yard
c) Reduction	
i. Open burning	\$ _____ Per Cu Yard
ii. Incineration	\$ _____ Per Cu Yard
iii. Chipping	\$ _____ Per Cu Yard
iv. Tub Grinding	\$ _____ Per Cu Yard

2. Gathering, pick-up and hauling of vegetative debris from public rights-of-way to TDSRS

a) Collect and Haul 0.00-15.99 Miles	\$ _____ Per Cu Yard
b) Collect and Haul 16.00-30.99 Miles	\$ _____ Per Cu Yard
c) Collect and Haul Greater than 31 Miles	\$ _____ Per Cu Yard
d) Collect and Haul Marsh Grass 0.00-15.99 Miles	\$ _____ Per Cu Yard
e) Collect and Haul Marsh Grass 16.00-30.99 Miles	\$ _____ Per Cu Yard
f) Collect and Haul Marsh Grass Greater than 31 Miles	\$ _____ Per Cu Yard

3. Gathering, collection, and hauling of construction and demolition (C&D) debris from public rights-of-way to disposal site or TDSRS, as directed by TPCG

a) Collect and Haul 0.00-15.99 Miles	\$ _____ Per Cu Yard
b) Collect and Haul 16.00-30.99 Miles	\$ _____ Per Cu Yard
c) Collect and Haul Greater than 31 Miles	\$ _____ Per Cu Yard

4. Hauling reduced debris from TDSRS to final disposal location (disposal plan must be pre-approved by TPCG)

a) Haul Reduced Vegetative Mulch or Ash 0.00-60.99 Miles	\$ _____.	Per Cu Yard
b) Haul Reduced Vegetative Mulch or Ash Greater than 61 Miles	\$ _____.	Per Cu Yard
c) Haul Reduced C&D 0.00-60.99 Miles	\$ _____.	Per Cu Yard
d) Haul Reduced C&D Greater than 61 Miles	\$ _____.	Per Cu Yard
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5. Gathering, pick-up, processing, and hauling of white goods to final disposal site	\$ _____.	Each
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6. Gathering, pick-up, processing, and hauling of electronic waste (E-Waste) to final disposal site	\$ _____.	Each
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7. Gathering, pick-up, processing, and hauling of household hazardous waste (HHW) to final disposal site	\$ _____.	Ton
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8. Removal, backfilling, and hauling hazardous stumps to TDSRS		
a) 24 to 35.99 inches	\$ _____.	Each
b) 36 to 47.99 inches	\$ _____.	Each
c) 48 inches and larger	\$ _____.	Each
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9. Removal of hazardous leaning trees hauled to the TDSRS		
a) 6 to 11.99 inches	\$ _____.	Each
b) 12 to 23.99 inches	\$ _____.	Each
c) 24 to 35.99 inches	\$ _____.	Each
d) Over 36 inches	\$ _____.	Each
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10. Removal of hazardous hanging limbs great than 2" in diameter	\$ _____.	Per Tree
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11. Demolition of Structures	\$ _____.	Per Cu Yard
a) RACM Demolition, transportation, and disposal		

b) Non-RACM demolition, transportation and disposal	\$_____.	Per Cu Yard
c) Non-C&D debris (MSW) segregation, loading, transportation, and disposal	\$_____.	Per Cu Yard
d) Segregate, Load, transport and dispose of white goods	\$_____.	Each
e) Air Quality Testing	\$_____.	Each
f) Segregate, load, haul and recycle E-Waste	\$_____.	Each
g) Segregate, load, haul and recycle tires	\$_____.	Each
h) Segregate, load, haul, stage and dispose of HHW items (liquid)	\$_____.	Per Gallon
i) Segregate, load, haul, stage and dispose of HHW items (solid)	\$_____.	Per Pound
j) Segregate, load, haul, stage & dispose of small gas motorized equipment	\$_____.	Each
k) Segregate, load, haul and recycle petroleum products	\$_____.	Per Gallon
l) Segregate, load, haul and dispose of toxic waste	\$_____.	Per Pound
m) Asbestos abatement; roofing material	\$_____.	Per Sq Ft
n) Asbestos abatement; ceiling material	\$_____.	Per Sq Ft
o) Asbestos abatement; wall material	\$_____.	Per Sq Ft
p) Asbestos abatement; floor material	\$_____.	Per Sq Ft
q) Asbestos abatement; misc. duct insulation	\$_____.	Per Sq Ft
r) Asbestos abatement; misc. insulation jacket	\$_____.	Each
s) Asbestos abatement; flue pipe	\$_____.	Each
t) Asbestos abatement electrical wiring	\$_____.	Per Linear Ft
u) Backfill for swimming pools	\$_____.	Per Cu Yard
v) Concrete slab removal and disposal	\$_____.	Per Cu Yard
w) ACM testing	\$_____.	Each
x) Backfill	\$_____.	Per Cu Yard
y) Sod and Seed	\$_____.	Per Sq Ft

z) Septic Tanks	\$_____.	Each
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12. Removal of Marine Debris	\$_____.	Per Cu Yard
<hr/>		
13. Removal of Levee Debris hauled to final disposal site	\$_____.	Per Cu Yard
<hr/>		
14. Storm Drain Debris		
a) CCTV Inspection < 30" Diameter Storm Drain Pipe	\$_____.	Per Liner Ft
b) CCTV Inspection ≥ 30" Diameter Storm Drain Pipe	\$_____.	Per Liner Ft
c) High Pressure Cleaning of 8"-18" Storm Drain Pipe	\$_____.	Per Liner Ft
d) High Pressure Cleaning of 18.01"-36" Storm Drain Pipe	\$_____.	Per Liner Ft
e) High Pressure Cleaning of 36.01"-48" Storm Drain Pipe	\$_____.	Per Liner Ft
f) High Pressure Cleaning of greater than 48" Storm Drain Pipe	\$_____.	Per Liner Ft
g) Removal, Hauling and Disposal of Debris from Storm Drain Structures and Pipes	\$_____.	Per Ton
h) Traffic Control for Inspection and Cleaning Crews	\$_____.	Per Hour
<hr/>		
15. Clearing of Catch Basins		
a) 4' x 4' Catch Basin	\$_____.	Each
b) 8' x 8' Catch Basin	\$_____.	Each
c) 10' x 10' Catch Basin	\$_____.	Each
d) 20' x 20' Catch Basin	\$_____.	Each
<hr/>		
16. Debris Clearance Push Rates		
a) Skid Steer Loader with Operator	\$_____.	Per Hour
b) Pickup Truck w/Crew Foreman	\$_____.	Per Hour
c) Laborer with Chain Saw	\$_____.	Per Hour

d) Laborer with Small Tools

\$_____ Per Hour

Append additional items on a separate sheet as necessary

Proposer acknowledges that quantities are not guaranteed, and final payment will be based on actual quantities determined as provided in the Contract Documents.

[ENTER YOUR PRICE PROPOSALS, CONTRACTOR'S LICENSE NUMBER, DUNS NUMBER, COMPANY INFORMATION AND SIGNATURE(S) ON THE FOLLOWING PAGES.]

SUBMITTED ON _____, 2025.

State Contractor License Number: _____

Dun & Bradstreet (DUNS) Number: _____

If Proposer is:

An Individual

By: _____ (SEAL)
(Firm Name)

(Authorized Representative Name)

(Signature)

A Corporation

By: _____ (SEAL)
(Corporation Name)

(State of Incorporation)

(Authorized Representative Name and Title)

(Signature)

Attest: _____ (Corporate Seal)
(Secretary)

Date of qualification to do business is _____.

A Joint Venture

By _____ (SEAL)
(Name)

(Signature)

(Address)

(Address)

By _____ (SEAL)
(Name)

(Signature)

(Address)

(Address)

Limited Liability Company

By _____ (SEAL)
(Name)

(Signature)

(Address)

(Address)

Phone number and address for receipt of official communications:

ATTESTATIONS AFFIDAVIT

Before me, the undersigned notary public, duly commissioned and qualified in and for the parish and state aforesaid, personally came and appeared Affiant, who after being duly sworn, attested as follows:

LA R.S. 38:2227 PAST CRIMINAL CONVICTIONS OF BIDDERS

- A. No sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes:

- | | |
|---------------------------------------|------------------------------------|
| (a) Public bribery (R.S. 14:118) | (c) Extortion (R.S. 14:66) |
| (b) Corrupt influencing (R.S. 14:120) | (d) Money laundering (R.S. 14:230) |

- B. Within the past five years from the project bid date, no sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes, during the solicitation or execution of a contract or bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes:

- | | |
|--|--|
| (a) Theft (R.S. 14:67) | (g) Bank fraud (R.S. 14:71.1) |
| (b) Identity Theft (R.S. 14:67.16) | (h) Forgery (R.S. 14:72) |
| (c) Theft of a business record
(R.S.14:67.20) | (i) Contractors; misapplication of payments
(R.S. 14:202) |
| (d) False accounting (R.S. 14:70) | (j) Malfeasance in office (R.S. 14:134) |
| (e) Issuing worthless checks (R.S. 14:71) | |
| (f) | |

LA R.S. 38:2212.10 VERIFICATION OF EMPLOYEES

- A. Appearer is registered and participates in a status verification system to verify that all employees in the state of Louisiana are legal citizens of the United States or are legal aliens.
- B. If awarded the contract, Appearer shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.
- C. If awarded the contract, Appearer shall require all subcontractors to submit to it a sworn affidavit verifying compliance with Paragraphs (A) and (B) of this Subsection.

LA R.S. 23:1726(B) CERTIFICATION REGARDING UNPAID WORKERS COMPENSATION INSURANCE

- A. R.S. 23:1726 prohibits any entity against whom an assessment under Part X of Chapter 11 of Title 23 of the Louisiana Revised Statutes of 1950 (Alternative Collection Procedures & Assessments) is in effect, and whose right to appeal that assessment is exhausted, from submitting a bid or proposal for or obtaining any contract pursuant to Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950 and Chapters 16 and 17 of Title 39 of the Louisiana Revised Statutes of 1950.
- B. By signing this bid /proposal, Affiant certifies that no such assessment is in effect against the bidding/proposing entity.

x _____
Name: _____
Title: _____
Company Name: _____

WITNESSES:

Sworn to and subscribed before me this _ day of _____ 2025.

Notary Public

AFFIDAVIT OF NON-COLLUSION

STATE OF _____

PARISH OF _____

_____, Being first duly sworn deposes and says:

that he is _____
(A partner or officer of the firm of, etc.)

The party making the foregoing proposal or Proposal, that such proposal or Proposal is genuine and not conspired, connived or agreed, said Proposers has not colluded, conspired, connived or agreed, directly or indirectly sought by agreement or collusion, or communication conference, with any person, to fix the Proposal price of affiant or of any other Proposers, or to fix any overhead, profit, or cost element of said Proposal price, or of that of any other Proposers, or to secure any advantage against the Terrebonne Parish Government or any other party interested in the proposed Contract; and that statements in said proposal or Proposal are true.

APPEARER FURTHER DECLARES, that he will, in all respects, comply with the public contract laws of the State of Louisiana, including Title 38 of the Louisiana Revised Statutes.

By: _____
Title

Subscribed and sworn to before me this _____ day of __,
2025

Notary Public

INDEMNIFICATION AGREEMENT

_____ agrees to defend, indemnify, save and hold
Contractor/Subcontractor/Lessee/Supplier

harmless the Terrebonne Parish Consolidated Government their officers, , elected officials, agents, servants and employees, including volunteers (Indemnified Parties”) from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way arise out of the _____ as provided herein, except those claims, Contractor/Subcontractor/Lessee/Supplier

demands and/or causes of action arising out of the negligence of the Indemnified Parties or their officers, agents, elected officials, servants and employees. _____ agrees to investigate, handle and respond to any Contractor, Subcontractor, Lessee, Supplier

such lawsuit at its sole expense, including any expenses associated with the enforcement of this indemnity provision, and agrees to bear all costs and expenses related hereto, even if it (claims, etc.) is groundless, false or fraudulent.

Accepted By: _____
Company Name

Authorized Signature

Title

Date Accepted

Is Insurance Certificate Attached? _____

Purpose of Contract: _____
